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|  | **COMMONWEALTH OF VIRGINIA**  **DEPARTMENT OF CORRECTIONS**  **EASTERN REGIONAL OFFICE ANNEX**  **14407 OLD BELFIED ROAD**  **CAPRON, VA 23829**  **INVITATION FOR BIDS** |  |

Solicitation Number:

Issue Date: January 14, 2025

Title: Refuse Collection and Disposal Service

Commodity Code: 91027 - Garbage/Trash Removal, Disposal and/or Treatment

92966 - Refuse/Garbage Collection/Dumping Equipment Maintenance and Repair

95896 - Waste Management Services

96239 - Hauling Services

96871 - Solid or Liquid Waste Disposal (Including Management Services)

97537 - Garbage/Refuse Equipment (Dumpsters, etc.) Rental or Lease

Issuing Agency: Commonwealth of Virginia

Department of Corrections

Eastern Regional Office Annex

14407 Old Belfield Road

Capron, VA 23829

Commonwealth of Virginia

Department of Corrections

Using Agency: Deerfield Correctional Center

21360 Deerfield Drive

Capron, VA 238297

The purpose of this Invitation for Bids (IFB) is to solicit competitive sealed bids to establish a contract to/for ***Refuse Collection and Disposal Service.***

The contract period will be from date of award through one year, and may be renewable in accordance with section V, paragraph E.

Sealed bids will be received until **January 27, 2024, 12:30p.m.** for the ***Refuse Collection and Disposal Service*** described herein and then will be opened in public.

**All bids received after the appointed date and time for receipt, whether by mail or otherwise, will not be considered for an award. The time of receipt shall be determined by either the time received in the Issuing Agency's Purchasing Office, or the time uploaded into eVA for bids submitted electronically within eVA. Bidders have the sole responsibility for assuring that bids are received in the Purchasing Office by the designated date and time.**

**If bids are hand delivered, they must be delivered to the Issuing Agency’s Purchasing Office at the Eastern Regional Annex Office, Attn: Lisa Westbrook, 14407 Old Belfield Road, Capron, VA 23829. Hand delivered bids must be delivered in ample time to allow for security check-in at the front desk and delivery to the Purchasing Office prior to the closing time for the solicitation.**

**If bids are mailed or delivered by express mail, they must be delivered to Eastern Regional Office Anex, 14407 Old Belfield Road, Capron, VA 23829.** Faxed, **emailed**, or oral bids will **not** be accepted**.**

Bidders must be registered in eVA in order to submit and upload an electronic bid within eVA. The following are instructions for submitting an electronic bid within eVA:

1. Go to [eVA.virginia.gov](file:///C:\Users\dth78474\Downloads\eva.virginia.gob);
2. Click on [**I SELL TO VIRGINIA**](https://eva.virginia.gov/i-sell-to-virginia.html);
3. Click on [**eVA Supplier Training**](https://eva.virginia.gov/supplier-training-materials.html), and
4. Click on [**Viewing and Responding to Solicitations**](https://eva.virginia.gov/supplier-training-materials.html). If a Bidder needs assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov in ample time prior to the closing date and time to ensure the bid is received by the required date and time.

**All inquiries for information should be directed to Lisa Westbrook at 434-658-9047, 434-658-3960 (FAX #), or at lisa.westbrook@vadoc.virginia.gov.**

The attached Bid Form shall be used for submitting bids. The Bid Form must be completed and the certification located at the bottom of the form completed and signed by an official that has the authority to commit the Firm.

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.**

Ms. Lisa Westbrook, VCA, VCO

Buyer Specialist

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1. **PURPOSE**

The purpose of this Invitation for Bids is to establish a term contract with one qualified vendor to provide Refuse Collection and Disposal Services for Deerfield Correctional Center Complex, located at 21360 Deerfield Drive, Capron, VA 23829. The initial one-year term of the resulting contract will be from date of award through one year period and will be renewed in accordance with Section V. Paragraph E, “Renewal of Contract”.

1. **SCOPE OF WORK/DESCRIPTION OF ITEMS (SPECIFICATIONS)** 
   1. ***The Contractor shall:***
      1. Furnish and maintain on a rental basis the following equipment. Specifications (including manufacturer and manufacturer part number) with pictures of proposed containers must be attached to bid.
         1. One (1) 30 cubic yard self-contained hydraulic compactor with lockable loading doors and a hasp to accommodate a padlock.
         2. Seven (7) 8 cubic yard open top containers.
         3. Two (2) 30 cubic yard open top containers.
      2. Furnish all labor, equipment, materials, landfill fees and incidentals (fuel, supplies, supplemental fees etc.) necessary for the collection, compaction, removal, supervision, and services necessary to store and transport of all non-hazardous refuse from the Purchasing Agency in accordance with regulations of the Commonwealth of Virginia Department of Environmental Quality, the Virginia Waste Management Board and the U.S. Environmental Protection Agency.
      3. Provide water-tight, rodent and fly resistant durable containers with tight fitting covers for the collection and storage of non-hazardous, non-construction garbage and refuse. Containers shall allow easy access to agency staff.
      4. Equip each unit with ozone generating odor control system.
      5. Ensure all containers are supported to prevent tipping or spilling and shall clean surrounding area of any garbage resulting from tipping, spills, emptying, and pulling.
      6. Furnish containers and/or compactors in good repair and maintain the compactor in a state of good repair at no additional cost to the agency. At a minimum, the container must receive a complete cleaning and disinfection every thirty (30) days or be replaced with a clean container. The contractor shall maintain the container’s physical appearance and material condition in an excellent state of repair, repaint containers as necessary, and provide substitute containers when maintenance or repairs are being performed. If the Purchasing Agency, determines containers are unsightly, damaged, or unusable, the contractor shall exchange containers at no additional cost.
      7. Take all precautions to prevent damage to roadway, concrete pads, driveways, fences, gates and any other state property by their equipment when accessing, loading, and unloading containers.
      8. Provide the names of the drivers that will be servicing Deerfield Correctional Center along with certification/licensure and insurance coverage.
      9. Provide and install any electrical or hydraulic hardware and controls to make the units functional and be exclusively responsible for rendering the compactor/container operational.
      10. Provide electrical hook-up connected to power source supplied by the Purchasing Agency and must be within 10 feet of the compactor.
      11. Provide equipment in new and/or in excellent working order and shall meet and/or exceed present OSHA standards. The units shall have the following safety and operation controls: safety retract start, Deadman selector ram stop switch on the outside compactor only, auto shut-off and keyed jog controls as a standard feature.
      12. Place the compactor and container in an area designed or pre-determined by the Purchasing Agency, who reserves the right to change container locations at any time during the contract period at no additional charge.
      13. Provide six months preventative maintenance on new equipment and service call response time shall be a maximum of eight hours in maintaining equipment in excellent working order.
      14. Provide pick-up/haul service for the compactor weekly. Frequency will be based on agency needs (current average is two (2) times per week for 30 Cubic Yard Self-Container. The Purchasing Agency reserves the right to increase or decrease the number of pick-ups as necessary based on inmate population. Additional pick-ups may be necessary and shall be accomplished by the Contractor within one, (1), working day following verbal notification to the contractor by the Purchasing Agency. Except for emergency situations, pick-ups will not occur on Saturdays or Sundays. Pick-up on State Holidays is discouraged but may be allowed if the Purchasing Agency and the Contractor mutually agree in advance. If the Purchasing Agency, determines extra pick-up/haul services are needed, the Contractor shall be compensated at the rate per container quoted within the Bid Form.
      15. Remove all refuse and dispose of in a Commonwealth of Virginia approved sanitary landfill or transfer station. The Contractor shall submit with the bid evidence that the landfill or transfer station has been approved by the Department of Health and/or the Department of Environmental Quality.
      16. Provide transportation to the approved landfill site or transfer station using vehicles which ensures there will be no spillage of trash and refuse, both during loading and transporting. If spillage occurs, the Contractor shall assume all liability to pick up the spilled or overflow trash and refuse. The Contractor shall be responsible for cleaning up and removing any spillage or leakage at the time of each hauling in accordance with State and Federal environmental regulations before leaving the work site.
      17. Advise the Purchasing Agency of stoppage or delay and provide alternate pick-up day should inclement weather conditions or problems beyond the control of the Contractor interrupt, or delay service.
      18. Follow all Security Regulations of the Purchasing Agency in accordance with Attachment F, Security Rules and Regulations.
      19. Provide competent driver(s) who possess a valid Commonwealth of Virginia Certified Driver’s License for the type and size of vehicle being operated and adequate number of personnel on each hand/auto loaded compactor truck to ensure trash and refuse are loaded properly and to ensure cleanliness of the trash staging area.
      20. Ensure its employees/representatives are clearly uniformed and identified as employees of the Contractor.
      21. Ensure all services are performed by persons qualified, through training and experience, to operate all equipment necessary to remove refuse and debris.
      22. Submit copies of all landfill or transfer station weight disposal tickets and services with each invoice, which must include separate totals of tonnage disposed of from each container and provide on a monthly basis to the Purchasing Agency Business Office for processing. The Purchasing Agency Business Office shall pay invoices by credit card at no extra fee if the Contractor accepts VISA credit card as a method of payment.
      23. Provide, upon award, a Certificate of Insurance showing The Commonwealth of Virginia, Department of Corrections, 6900 Atmore Drive, Richmond, VA 23225 as a certificate holder in accordance with Section IV, General Terms and Conditions, Paragraph Q, Insurance, Page12.
2. **PREBID CONFERENCE:** 
   1. **MANDATORY PREBID CONFERENCE:** A mandatory prebid conference will be at January 21st, 2025, 9:00 a.m at the Maintenance Department of Deerfield Correctional Center . The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at this prebid conference. Attendance at the conference will be evidenced by the representative’s signature on the attendance roster. No one will be admitted after 9:05a.m.

**Important Note:** If you are already providing these services to this facility or have attended the mandatory prebid conference on December 12th, 2024, you are exempt from attending this pre-bid conference, however you are encouraged to submit your bid.

**Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.**

1. **GENERAL TERMS AND CONDITIONS** 
   1. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [eVA.virginia.gov](file:///\\hqatmore1\Procurement\Boilerplates\eva.virginia.gov) under “I Sell To Virginia”.
   2. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
   3. **ANTI-DISCRIMINATION**: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

* 1. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
  2. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over $10,000:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

* 1. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

* 1. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
  2. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS**: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
  3. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
  4. **PAYMENT:**
     1. To Prime Contractor:
        1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
        2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
        3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
        4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
        5. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia,* § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia,* § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).
     2. To Subcontractors:
        1. Within seven (7) days of the contractor’s receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
     3. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
     4. To notify the agency and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.
        1. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
     5. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
     6. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
  5. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL,* APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
  6. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder’s/offeror’s) physical facilities prior to award to satisfy questions regarding the (bidder’s/offeror’s) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
  7. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
  8. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
  9. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
     1. The parties may agree in writing to modify the terms, conditions, or scope of the contract.  Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award.  Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
     2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice.  If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
        1. By mutual agreement between the parties in writing; or
        2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency’s right to audit the contractor’s records and/or to determine the correct number of units independently; or
        3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
  10. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
  11. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer’s Liability - $100,000.
3. Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - $1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract.  Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
   1. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA ([eVA.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
   2. **DRUG-FREE WORKPLACE:** Applicable for all contracts over $10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace”* means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

All employees of the Contractor, or its Subcontractors, assigned to this contract and who interact with any DOC offender or work within any DOC location, including but not limited to any correctional facility, detention center, diversion center, probation and parole office, central or regional office, will be subject to pre-employment drug screening conducted by DOC personnel within the respective facility or office.

All employees of the Contractor, or its Subcontractors, having direct contact with offenders, shall be free from the influence or effects of illegal drugs and will be subject to the DOC’s drug procedures for reasonable suspicion drug and alcohol testing, and post-accident drug and alcohol testing conducted by DOC personnel within the respective facility or office. The Contractor shall be responsible for periodic random drug testing their employees and shall notify the applicable Organization Unit Head of any positive tests.

The Contractor will be notified of any positive tests conducted by the DOC.  Based on the positive alcohol or drug test, the Organizational Unit Head may bar the employee entry into the DOC location or from providing services to the DOC, regardless of disciplinary action taken by the employer. All costs associated with required drug and/or alcohol testing conducted at a DOC facility or work location may be charged back to the Contractor.

* 1. **NONDISCRIMINATION OF CONTRACTORS**: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
  2. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**

Internet electronic procurement solution, web site portal [eVA.virginia.gov](file:///C:\Users\dth78474\Downloads\eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
   * + 1. DSBSD-certified Small Businesses: 1%, capped at $500 per order.
       2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.
2. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [eVA.virginia.gov](file:///C:\Users\dth78474\Downloads\eva.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

* 1. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
  2. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:**  This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro business or small businesses this include DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
  3. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
  4. **AUTHORIZATION TO CONDUCT BUSINESS IN THE** **COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
  5. **CIVILITY IN STATE WORKPLACES**: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section. This Section creates obligations solely on the part of the contractor.

Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

1. **SPECIAL TERMS AND CONDITIONS**
   1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
   2. **AWARD:** An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
   3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation
   4. **eVA ORDERS AND CONTRACTS:** The solicitation/contract solicitation/contract will result in **multiple** purchase order(s) with the applicable eVA transaction fee assessed for each order.
   5. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for **(one year)/(four successive one year periods)** under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth’s intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
      1. If the Commonwealth elects to exercise the option to renew the contract for an additional oneyear period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
      2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
   6. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for ( 60 ) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
   7. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
   8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Bidder Due Date Time

Street or Box Number IFB No.

City, State, Zip Code IFB Title

DSBSD-certified Micro Business or Small Business No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contract/Purchase Officer or Buyer:

* 1. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:** 
     1. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
     2. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor’s submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
     3. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than $100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor’s eVA account.
   * + - 1. In addition, each prime contractor who wins an award greater than $200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor’s eVA account.
   1. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
   2. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
   3. **CONTINUITY OF SERVICES:**
      1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

* + 1. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer’s approval.
    2. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
  1. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth’s use and acceptance of such form, or its acceptance of Contractor’s statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
  2. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a “tariff”), on an imported good that results in an increase in contractor’s costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor’s payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.

- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.

- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractors books, accounts, and other records related to this Agreement and contractor’s costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor’s agents, assigns, successors, and subcontractors.

- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth’s convenience upon 15 days’ written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth’s contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth’s payment of additional sums due to tariffs shall be fraud against the taxpayer’s of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

* 1. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13.Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

* 1. **BACKGROUND INVESTIGATIONS:** As defined in DOC Procedure 102.3, the DOC may require partial or limited background investigations for Contractor staff assigned to this Contract. The Contractor shall be required to pay for all background investigations processed for staff. Investigations are charged at a rate of $90.00 for a partial background check and $50.00 for a limited background check. Fees are on a per-investigation basis and will be invoiced by the DOC Background Investigation Unit. Contractor employees will be required to complete the Authority for Release of Information (Form 102\_F7\_3-16, Attachment E). The Contractor shall allow the DOC Background Investigation Unit access to review the Contractor staff personnel and employment records.

If derogatory information is discovered during the background investigation(s), the DOC may require reassignment of Contractor staff or immediate cancellation of the Contract.

The DOC may, on an ongoing basis, require an updated VCIN report/background review at any time. Information obtained from this investigation may result in Contractor staff’s immediate removal from state property.

The Contractor shall notify DOC Contract Administrator within 48 hours of occurrence in the event any Contractor staff assigned to provide services to the DOC is:

* charged with a criminal offense either on or off the job;
* convicted of a criminal offense of any kind; or
* in receipt of an administrative suspension, censure or failure to renew any license, certification or professional membership that is required under the terms of this contract.

Contract award may be contingent upon the Contractor and/or Contractor staff receiving a favorable report.

Note: In the event of any staff turnover or staff reassignments, the Contractor shall notify the DOC and shall submit the appropriate background history questionnaire, authority for release of information and have fingerprints obtained for any proposed new staff member. This shall be in addition to the requirement to provide the required credentials information. The DOC Warden, Superintendent or Chief may remove any Contractor employee that the Warden, Superintendent or Chief feels threatens the health or safety of staff/inmates/offenders, security of the facility or quality of the service provided by the Contractor.

***Due to the confidential information that is required, do not submit the Authority for Release of Information unless requested by the DOC.***

* 1. **DRUG FREE WORKPLACE**:  All employees of the Contractor, or its Subcontractors, assigned to this contract and who interact with any DOC offender or work within any DOC location, including but not limited to any correctional facility, detention center, diversion center, probation and parole office, central or regional office, will be subject to pre-employment drug screening conducted by DOC personnel within the respective facility or office.

All employees of the Contractor, or its Subcontractors, having direct contact with offenders, shall be free from the influence or effects of illegal drugs and will be subject to the DOC’s drug procedures for reasonable suspicion drug and alcohol testing, and post-accident drug and alcohol testing conducted by DOC personnel within the respective facility or office. The Contractor shall be responsible for periodic random drug testing their employees and shall notify the applicable Organization Unit Head of any positive tests.

The Contractor will be notified of any positive tests conducted by the DOC.  Based on the positive alcohol or drug test, the Organizational Unit Head may bar the employee entry into the DOC location or from providing services to the DOC, regardless of disciplinary action taken by the employer. All costs associated with required drug and/or alcohol testing conducted at a DOC facility or work location may be charged back to the Contractor.

* 1. **FRATERNIZATION PROHIBITION:** The Contractor’s staff assigned to provide services to the Department of Corrections shall not interact with offenders in an unprofessional manner. Examples of unprofessional behavior include, but are not limited to, non-work-related visits between the offender and Contractor staff and engaging in romantic or sexual relationships with offenders.
  2. **HIRING PRACTICES:** In the event a Contractor proposes to employ ex-offenders, the DOC may determine that it is not in the best interest to allow some ex-offenders to provide service. Some of the factors that the DOC may consider are: where the ex-offender served time, the nature of the crime and the length of time since sentence obligation was completed.
  3. **PRISON RAPE ELIMINATION ACT (PREA):** Contractors and Contractors’ staff, who are providing services to the Virginia Department of Corrections, and who have any level of interaction or potential for interaction with inmates shall review the Prison Rape Elimination Act (PREA) [https://www.vadoc.virginia.gov/general-public/procurement](https://www.vadoc.virginia.gov/general-public/procurement/)/ . Contractors and Contractors’ staff must receive training (at the Agency location where services are to be performed) on their responsibilities, under PREA including the Agency’s sexual abuse and sexual harassment prevention, detection and response policies and procedures (including reporting). Contractors and Contractors’ staff agree to abide by the Agency’s zero-tolerance policy regarding fraternization, sexual abuse and sexual harassment and the obligation to report incidents.

1. **METHOD OF PAYMENT**

Payment will be made thirty (30) days after receipt of services or a valid invoice, whichever is later and shall include supporting weight tickets. Invoices shall show dates of service, rental fee, pulling charges and disposal fees from all 3 facilities on a single monthly invoice. For valid invoices in the amount of $10,000 or less, or any then-current charge card small dollar usage threshold, Contractor shall accept payment using the Commonwealth of Virginia’s Small Purchase Charge Card (SPCC) and shall not include additional fees to process payments via the SPCC. For any amount exceeding $10,000, or any then-current charge card small dollar usage threshold, Contractor shall accept payment by the Commonwealth’s alternative payment methods such as check or any other method to which the Contractor may have entered into an agreement with the Commonwealth to agree to receive funds, such as EDI or ePayables. Payment may be made by any other duly authorized official payment method or card as mutually agreed upon between any Authorized User and the Contractor. Any terms included on the Contractor's invoice will have no force or effect and will in no way bind the VADOC.

1. **ATTACHMENTS**

**ATTACHMENT A: BID FORM**

Failure to complete and provide this Bid Form may result in rejection of your bid.

1. **VENDOR’S PRIMARY CONTACT FOR THIS SOLICITATION:**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | Phone: |  |
|  |  |  |  |
| Email: |  |

1. **VENDOR INFORMATION:**

|  |  |  |
| --- | --- | --- |
| Company Name: |  | |
|  | | |
| Phone Number: |  | |
|  | | |
| Fax Number: |  | |
| Address: |  | |
|  | | |
| eVA Vendor ID or DUNS Number | |  |

Years in Business: Indicate the length of time the Company has been in business providing this type of good or service: \_\_\_\_\_\_ Years Months

1. **CONTRACTOR ASSIGNED STAFF**:The Contractor shall list the names and credentials (licenses, professional certifications) of all staff assigned to the DOC account to provide the services detailed in this Invitation for Bids.

Name:                                                              Credentials:

A.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note:  In the event of any staff turnover or staff reassignments, the Contractor shall notify the DOC and shall submit the appropriate background history questionnaire, authority for release of information and have fingerprints obtained for any proposed new staff member.  This shall be in addition to the requirement to provide the required credentials information.  The DOC Warden, Superintendent or Chief may remove any Contractor employee that the Warden, Superintendent or Chief feels threatens the health or safety of staff/inmates/offenders, security of the facility or quality of the service provided by the Contractor.

1. **CURRENT OR RECENT ACCOUNTS:**

Indicate below a minimum of three (3) current or recent accounts, either governmental or commercial for which your company has provided goods and/or services similar in nature to the Scope of Work/Description of Items (Specifications) in the Invitation for Bids. Include the length of service and the name, address, and telephone number of the point of contact.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| A. | Company: | |  | | Contact: | |  | |
|  | | | | | | | | |
|  | Phone: | (     ) | | | Fax: | (     ) | | |
|  |  |  | | |  |  | | |
|  | E-mail: |  | | | | | | |
|  | | | | | | | | |
|  | Project: |  | | | | | | |
|  | | | | | | | | |
|  | Dates of Service: | | |  | | $ Value: | |  |
|  | | | | | | | | |
| B. | Company: | |  | | Contact: | |  | |
|  | | | | | | | | |
|  | Phone: | (     ) | | | Fax: | (     ) | | |
|  |  |  | | |  |  | | |
|  | E-mail: |  | | | | | | |
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|  | Dates of Service: | | |  | | $ Value: | |  |
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| C. | Company: | |  | | Contact: | |  | |
|  | | | | | | | | |
|  | Phone: | (     ) | | | Fax: | (     ) | | |
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|  | Dates of Service: | | |  | | $ Value: | |  |
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1. **PRICE SCHEDULE**: ***Complete as appropriate***

***“Any bidder who enters $0 on a pricing blank or leaves it blank shall be considered nonresponsive.”***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **NUMBER OF UNITS** | **DESCRIPTION** | **ESTIMATED # OF HAULS PER YEAR** | **# OF MONTHS** | **MONTHLY RENTAL FEE** | **TOTAL COST PER YEAR** |
| 1. | 1 | **Rental** - **30 cubic yard self-contained compactor** |  | 12 | $ | $ |
| **2.** |  | **Pickup** – Refuse removal and disposal of (1) self-contained compactor to be picked up **twice per week**, additional pick up as needed | 104 |  | $  Price per haul | $ |
| **3.** | **1** | **Rental** – 30 cubic yard open top container –  ***DFCC*** ***Sally Port*** |  | 12 | $ | $ |
| **4.** | **1** | **Rental** – 30 cubic yard open top container ***– Farm Shop*** |  | 12 | $ | $ |
| **5.** |  | **Pickup** – Refuse removal and disposal of (2) 30 cubic yard open top containers - to be picked up once per month, | 24 |  | $  Price per haul | $ |
| **6.** | **1** | **Rental** – 8 cubic yard open top container - ***DFCC Warehouse*** |  | 12 | $ | $ |
| **7.** | **1** | **Rental** – 8 cubic yard open top container - ***DMWC 1*** |  | 12 | $ | $ |
| **8.** | **2** | **Rental** – 8 cubic yard open top container - ***DMWC 2*** |  | 12 | $ | $ |
| **9.** | **1** | **Rental** – 8 cubic yard open top containers ***Canteen @ERO*** |  | 12 | $ | $ |
| **10.** | **1** | Rental – 8 cubic yard open top container ***Training Center*** |  | 12 | $ | $ |
| **11.** | **1** | **Rental** – 8 cubic yard open top containers - ***Flash Freeze*** |  | 12 | $ | $ |
| **12.** |  | **\*\*Pickup** – Refuse removal and disposal, - to be picked up once per month, | 364\*  (Weekly haul) |  | $  Price per haul | $ |
| **1.** |  | **Landfill Fee** – Price per ton for refuse | 500  tons per year estimated |  | $  Price per ton | $ |
| **GRAND TOTAL** | | | |  | $ | |
| **\*\*\*\*7 X 52 = 364**  **Number of 8 cubic yard container x weekly haul) = total weekly hauls** | | | |  |  | |
| **Additional request for disposal service as needed/will call basis.** | | | |  |  | |

1. **ADDENDUM ACKNOWLEDGMENT:** I/we acknowledge receipt of the following addenda:

|  |  |  |  |
| --- | --- | --- | --- |
| Addendum No.: |  | Dated: |  |
|  | | | |
| Addendum No.: |  | Dated: |  |
|  | | | |

1. **SMALL PURCHASE CHARGE CARD PROGRAM:** Are you currently a VISA vendor and will you accept VISA credit cards for payment of goods and services on this contract.

Yes  No

In compliance with this Invitation for Bids (IFB) and to all the conditions imposed herein, the undersigned agrees to furnish the services in accordance with this IFB and the signed Bid Form and certifies that all information provided herein is true, correct, and complete.

|  |
| --- |
| Company Name:  (Print) |
| Signature: |
| Name (Print): |
| Title (Print): |
| Date: |

**NOTE: Failure to sign the bid in the space provided above may result in the rejection of your bid. Failure to accept all of the terms in the IFB or altering any of the terms and conditions or altering the Price Schedule will result in the rejection of your bid.**

**Bidders also must complete & submit Attachment A (Bid Form), Attachment B (Supplier Diversity & Small Business Subcontracting Plan, and Attachment C (State Corporation Commission).**

**ATTACHMENT B: Supplier Diversity & Small Business Subcontracting Plan**

**\*\*\*Note to Bidders: Follow the below instructions (1) if providing an electronic response in the eVA Sourcing and Contracting Module. If not, complete section (2) below.\*\*\***

**Small Business Subcontracting Plan**

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to submit the subcontractor plan by one of the following methods in order to be considered responsive:

1. Complete the subcontractor plan as specified in the electronic response; or
2. Download the “paper response” form (shown below), complete the subcontractor plan section, and submit as an attachment with the bid response.

**Small Business:** "Small business (including micro)” means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

**\*\*Note to Bidders: Complete the below “paper response” form (2) if this solicitation was not issued from the eVA Sourcing and Contracting Module or if you are not providing an electronic response in the eVA Sourcing and Contracting Module\*\*\***

**Small Business Subcontracting Plan**

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to include this document with their bid response in order to be considered responsive.

**Small Business:** "Small business (including micro)” means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

**Bidder Name:**

**Preparer Name: Date:**

**Who will be doing the work: □ I plan to use subcontractors □ I plan to complete all work**

**Instructions**

A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.

B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder’s total price for the initial contract period in Section B.

**Section A**

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: Certification Date:

**Section B**

If the “I plan to use subcontractors box is checked,” populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder’s total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

**B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**

**Subcontract #1**

Company Name: SBSD Cert #:

Contact Name: SBSD Certification:

Contact Phone: Contact Email:

Value % or $ (Initial Term): Contact Address: Description of Work:

**Subcontract #2**

Company Name: SBSD Cert #:

Contact Name: SBSD Certification:

Contact Phone: Contact Email:

Value % or $ (Initial Term): Contact Address: Description of Work:

**Subcontract #3**

Company Name: SBSD Cert #:

Contact Name: SBSD Certification:

Contact Phone: Contact Email:

Value % or $ (Initial Term): Contact Address: Description of Work:

**Subcontract #4**

Company Name: SBSD Cert #:

Contact Name: SBSD Certification:

Contact Phone: Contact Email:

Value % or $ (Initial Term): Contact Address: Description of Work:

## ATTACHMENT C: STATE CORPORATION COMMISSION

**Virginia State Corporation Commission (SCC) registration information**. **The bidder:**

 is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_\_\_\_\_\_\_\_ **-OR-**

 is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

 is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

 is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\* >>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): 

|  |  |  |
| --- | --- | --- |
|  |  |  |

**ATTACHMENT D: SAMPLE BID SUBMISSION ENVELOPE LABEL**

**For Bids mailed or delivered by express mail, deliver to the below location:**

|  |  |  |
| --- | --- | --- |
| Bidder’s Name:  Bidder’s Address:  **Buyer:**  **Lisa Westbrook**  **IFB #: BPM063569**  **IFB Due Date: January 27rd, 12:30p.m.** |  | Commonwealth of Virginia  Department of Corrections  Eastern Regional Office – Annex  14407 Old Belfield Road  Capron, VA 23829 |

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**For Bids hand-delivered, deliver to the below location:**

­­­­­­­­­­­­­­­­­­­­­

|  |  |  |
| --- | --- | --- |
| Bidder’s Name:  Bidder’s Address:  **Buyer:**  **LisaWestbrook**  **IFB #: BPM063569**  **IFB Due Date: January 27rd, 12:30p.m.** |  | Commonwealth of Virginia  Department of Corrections  Eastern Regional Office – Annex  14407 Old Belfield Road  Capron, VA 23829 |

**Note to bidders: List the name of the DOC Buyer, the IFB number, and the IFB due date on the outside of your bid envelope.**

## ATTACHMENT E: SECURITY RULES AND REGULATIONS

**DEERFIELD CORRECTIONAL CENTER**

The Contractor shall be responsible for ensuring that all personnel connected with the work shall comply with any and all rules and regulations of the Agency/Facility. The Contractor shall maintain proper security and control over all personnel, equipment, tools and materials at all times. The Contractor’s equipment and personnel will be subject to security checks, inventorying and other associated delays thereof.

1. There shall be no verbal discussion or physical contact between the Contractor’s employees and inmate(s).
2. Anyone bringing inmate(s) items such as, but not limited to, weapons, tools, food, drinks, clothing, cigarettes, matches, correspondence, printed or electronic media or assisting inmates to escape is a violation of State Law and will result in prosecution to its fullest.
3. No weapons, alcohol, or drugs of any type will be allowed on State Property. All medication, prescription or nonprescription is prohibited on State property unless written permission is granted by the Warden/Superintendent or Designee.
4. Keys shall be removed from all vehicles and other mobile equipment at all times when not in operation and/or unattended. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be securely chained and locked at all times.
5. No tools will be left unattended; when not in use, all tools and ladders will be securely locked.
6. All tools, especially any type of cutting tools, if left unattended, will be confiscated and the Contracting Supervisor shall report to the Institutional Manager or the Captain before any items(s) will be returned.
7. All security regulations shall be observed at all times. These regulations will be made known to the Contractor and his representatives by the Institutional Manager or his designee, at the point of entrance to the Institution or submitted with the contract or purchase order.
8. All persons entering the prison complex are subject to being searched.
9. There shall be limited movement to and from the work area by the Contractors and their representatives.
10. An Institutional employee will be designated as a liaison between the Contractor and Institution.
11. All Contractors’ employees will have a valid identification with photograph, acceptable to the Institution, at all times. A valid DMV driver’s license is acceptable. No person(s) will be permitted to enter the Institution without such valid identification.
12. Smoking and the use of smokeless tobacco products are prohibited on any property owned and operated by the VADOC.
13. Contractor’s employees shall not wear revealing clothing. Contractor’s employees may wear casual dress (***no jeans***) that is appropriate and reasonable.
14. Pagers and cell phones will not be permitted inside the institution unless approved by the Warden or Major.
15. The Agency reserves the right to refuse entrance to anyone who appears, in the Agency’s sole judgment, to be under the influence of drugs or alcohol or otherwise impaired.

## ATTACHMENT F: SEXUAL HARASSMENT TRAINING



January 13, 2025

DOC Contractor,

Effective July 1, 2020, Section [§ 2.2-4201](https://law.lis.virginia.gov/vacode/title2.2/chapter42/section2.2-4201/#:~:text=Required%20contract%20provisions.,over%20%2410%2C000%20the%20following%20provisions%3A&text=The%20contractor%20will%2C%20in%20all,is%20an%20equal%20opportunity%20employer.) of the Code of Virginia was changed to require contractors with the Commonwealth, who have workers who spend significant time working with or in close proximity to state employees, to complete sexual harassment training developed by the Virginia Department of Human Resource Management (DHRM).

Please use this [checklist](https://www.dhrm.virginia.gov/docs/default-source/hrpolicy/checklist-for-contract-workers'-required-to-complete-dhrm-sexual-harassment-training.pdf?sfvrsn=2d5160ae_0) (also found on the next page) to determine if any of your employees are required to complete the DHRM sexual harassment training.  If required, contractors should provide the following training video [Preventing Sexual Harassment Training](https://www.dhrm.virginia.gov/videos/default-source/sexualharassmenttraining/preventing-sexual-harassment.mp4) that focuses on understanding and preventing sexual harassment in the workplace.

The below [link](https://www.dhrm.virginia.gov/public-interest/contractor-sexual-harassment-training) within the DHRM webpage provides more information regarding the training and requirements:

<https://www.dhrm.virginia.gov/public-interest/contractor-sexual-harassment-training>

If you have any question regarding this matter, please contact the DOC Procurement Office.

Sincerely,

Christopher Cole

Director of Procurement & Risk Management

## ATTACHMENT H: SEXUAL HARASSMENT TRAINING (CONTINUED)



**CHECKLIST TO DETERMINE IF EMPLOYEES OF THE CONTRACTOR WILL BE REQUIRED TO COMPLETE A SEXUAL HARASSMENT TRAINING MODULE DEVELOPED BY THE DEPARTMENT OF HUMAN RESOUCE MANAGEMENT**

State contracts for more than $10,000 and contractors who employ more than 5 employees, must agree to receive sexual harassment training as required by the Code of Virginia, §2.2- 4201.

Effective July 1, 2020, the Code of Virginia § 2.2-4201 states:

“That the Department of Human Resource Management be directed to develop procedures for

(i) determining whether an employee of a contractor with state government spends significant time working with or in close proximity to state employees and (ii) if so, requiring such contractor employee to complete any sexual harassment training also provided to state employees if the contractor employee has not received such training within the calendar year in which he begins work on the contract.”

|  |  |  |
| --- | --- | --- |
| Are the contractor’s employees on-site at the state agency on a regular basis? | Yes ☐ | No ☐ |
| Are the contractor’s employees on-site periodically? | Yes ☐ | No ☐ |
| Are state employees required to travel with the contractor’s employees? | Yes ☐ | No ☐ |
| Are state employees required to attend meetings with the contractor’s employees on or off-site? | Yes ☐ | No ☐ |
| Are state employees required to go to the contractor’s facilities for meetings, etc.? | Yes ☐ | No ☐ |
| Is there regular telephone, Skype, Facetime, or other similar media contact between state employees and the contractor’s employees? | Yes ☐ | No ☐ |
| Is there regular contact between state employees and the contractor’s employees by the use of e-mail? | Yes ☐ | No ☐ |
| Are other forms of electronic media such as texts, IMs, etc., used  on a regular basis for communication between the state employees and the contractor’s employees? | Yes ☐ | No ☐ |

If the answer is “yes” to any of the above questions, then the contractor’s employees must receive Sexual Harassment training provided by the Department of Human Resource Management.

This training is available on the Department of Human Resource Management web page at [www.dhrm.virginia.gov](https://www.dhrm.virginia.gov/).